

# COMPREHENSIVE LONG-TERM CARE INSURANCE - OUTLINE OF COVERAGE

For Policy Form Series LTC04I One Maximum Lifetime Benefit – Non-Tax Qualified

Date of Application:

The Policy is an approved Long-Term Care Insurance Policy under California law and regulations. However,
the benefits payable by the policy will not qualify for Medi-Cal asset protection under the California Partnership
for Long-Term Care. For information about policies and certificates qualifying under the California Partnership
for Long-Term Care, call the Health Insurance Counseling and Advocacy Program at the toll-free number,
1 (800) 434-0222

This contract for long-term care insurance is NOT intended to be a federally qualified long-term care insurance contract and may qualify you for federal and state tax benefits.

**NOTICE TO BUYER:** The policy may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

**CAUTION:** The issuance of the long-term care insurance policy is based upon the responses to questions on your application. A copy of your application will be attached to your policy if one is issued to you. If your answers are incorrect or untrue, we may deny benefits or rescind the policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at this address: Mutual of Omaha Insurance Company, Long-Term Care Service Office, P. O. Box 64901, St. Paul, MN 55164-0901.

#### 1. POLICY DESIGNATION

Name of Applicant:

This is an individual policy of insurance to be issued in your state of residence.

# 2. PURPOSE OF THE OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual or group policy contains governing contractual provisions. This means that the individual or group policy sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY (OR CERTIFICATE)**CAREFULLY!

# 3. TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED

- a) You may cancel your policy for any reason within 30 days after you receive it. To do so, mail or deliver the policy to either us or to the agent or office through which it was purchased. We will refund the full amount of any premium paid within 30 days of such a policy return; and the policy will be considered never to have been issued.
- b) The policy contains a provision for the return of unearned premium in the event of termination due to death. It also provides for the return of unearned premium upon surrender or cancellation of the policy.

The optional Return of Premium at Death Less Claims Benefit provides for a refund of premiums upon your death. If the company receives proof of your death while your coverage is in force, we will refund the total amount of premiums paid for the policy (minus all benefits paid under the policy), from the effective date of Return of Premium at Death Less Claims Benefit coverage up to the date of your death.

## 4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Mutual of Omaha Insurance Company. Neither Mutual of Omaha Insurance Company nor its agents represent Medicare, the federal government, or any state government.

## 5. LONG-TERM CARE COVERAGE

Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a Nursing Facility, in the community, or in the Home. This policy reimburses you for expenses you incur for covered long-term care expenses. It is subject to the Elimination Period, coverage maximums, policy terms and limitations, and other requirements.

# 6. BENEFITS PROVIDED BY THE POLICY

Benefits are available up to the daily, monthly, annual, and lifetime maximums until the applicable maximum lifetime benefits you selected are exhausted. You may select your level of coverage and coverage features from the options listed in the table below.

COVERAGE SELECTION				
☐ Unlimited☐ 1825 X NF MDB (5 Years)☐ 1460 X NF MDB (4 Years)☐ 1095 X NF MDB (3 Years)☐ 730 X NF MDB (2 Years)☐		Elimination Period  □ 0 Days □ 30 Days □ 60 Days □ 90 Days □ 180 Days □ 365 Days □ Waiver of Elimination Period for Home Care Benefit		
	OPTIONAL BENEFITS			
Inflation Protection  □ 5% Compound Inflation  □ 20 Year 5% Compound Inflation  □ 5% Simple Inflation  □ Guaranteed Purchase Option  □ None	<ul> <li>□ Nonforfeiture Benefit - Shortene Benefit Period</li> <li>□ Return of Premium at Death Les Claims Benefit</li> <li>□ Spouse Waiver of Premium and Survivorship Benefit</li> <li>□ Spouse Shared Benefit</li> <li>□ Monthly Home Care Benefits</li> </ul>	☐ 10 Year Option		

# **Nursing Facility Benefit**

We will pay your covered expenses up to the Nursing Facility Maximum Daily Benefit for each day you meet the Eligibility for the Payment of Benefits requirements and are confined in a Nursing Facility. The Nursing Facility Benefit is subject to your Maximum Lifetime Benefit.

# **Nursing Facility Bed Reservation Benefit**

If you meet the Eligibility for the Payment of Benefits requirements and are absent for any reason (except discharge) during a Nursing Facility confinement, and are charged by the facility to reserve your place there we will continue to pay the Nursing Facility Benefit as if you were still confined. This benefit is payable for a maximum of 31 days per calendar year. Any unused days cannot be carried over into the next calendar year. The Nursing Facility Bed Reservation Benefit is subject to your Maximum Lifetime Benefit.

## **Nursing Facility Ambulance Benefit**

If you meet the Eligibility for the Payment of Benefits requirements and are confined in a Nursing Facility, we will pay the actual charges incurred for each round trip you take from a Nursing Facility to a hospital. The Nursing Facility Ambulance Benefit is subject to the Nursing Facility Ambulance Benefit Round Trip Maximum (two times your Nursing Facility Maximum Daily Benefit) and a Nursing Facility Ambulance Maximum Annual Benefit (four times your Nursing Facility Maximum Daily Benefit). It is also subject to the Maximum Lifetime Benefit.

## **Residential Care Facility Benefit**

We will pay your covered expenses up to the Residential Care Facility Maximum Daily Benefit for each day you meet the Eligibility for the Payment of Benefits requirements and are confined in a Residential Care Facility. The Residential Care Facility Benefit is subject to the Maximum Lifetime Benefit.

# Residential Care Facility Bed Reservation Benefit

If you meet the Eligibility for the Payment of Benefits requirements and are absent for any reason (except discharge) during a Residential Care Facility confinement, and are charged by the facility to reserve your place there we will continue to pay the Residential Care Facility Benefit as if you were still confined. This benefit is payable for a maximum of 31 days per calendar year. Any unused days cannot be carried over into the next calendar year. The Residential Care Facility Bed Reservation Benefit is subject to your Maximum Lifetime Benefit

#### **Home Care Benefit**

The Home Care Benefit provides benefits for Home Care services, Personal Care services, Homemaker Services and care in an Adult Day Care Center and fees charged for transportation to and from the Adult Day Care Center. If you meet the Eligibility for the Payment of Benefits requirements, we will pay your covered expenses you incur each day up to the Home Care Maximum Daily Benefit. The Home Care Benefit is subject to your Maximum Lifetime Benefit.

## **Hospice Care Benefit**

The Hospice Care Benefit covers Hospice Care expenses you incur during your confinement in a Hospice Care Facility, Residential Care Facility for: room and board; ancillary services provided by the Hospice Care Facility, Residential Care Facility or Nursing Facility; and patient supplies provided by the Hospice Care Facility, Residential Care Facility or Nursing Facility for care of their residents. The Hospice Care Benefit also includes covered expenses for Home Care. If you meet the Eligibility for the Payment of Benefits requirements and you are terminally ill (one year or less to live), we will pay expenses you incur up to the applicable maximum daily benefit and maximum lifetime benefit, depending upon where your Hospice Care is received. You are not required to satisfy the Elimination Period before we will pay the Hospice Care Benefits. However, days on which you receive only Hospice Care services will not count toward satisfying the Elimination Period.

# **Respite Care Benefit**

Respite Care is short-term care provided in an institution, in the home, or in a community based program that is designed to relieve your primary caregiver in the home. If you meet the Eligibility for the Payment of Benefits requirements, we will pay the covered expenses you incur for Respite Care in a Nursing Facility, Residential Care Facility or your Home. The amount we pay is subject to the Nursing Facility Maximum Daily Benefit, regardless of where your care is received. The Respite Care Maximum Annual Benefit of 31 days is payable only once per calendar year. You are not required to satisfy the Elimination Period before we will pay the Respite Care Benefits. However, days on which you receive only Respite Care services will not count toward satisfying the Elimination Period. The Respite Care Benefit is subject to the Maximum Lifetime Benefit.

# **Care Coordination Services**

If you meet the Eligibility for the Payment of Benefits requirements, we will provide you with Care Coordination services from a Care Coordination Services Provider designated by us. If you use a Care Coordinator or Care Coordination Services Provider designated by us, the Care Coordinator will help you identify your specific care needs and the long-term care services and programs in your area which can best meet those needs. These services are advisory only and are provided at no additional cost to you. However, if you choose to use your own Care Coordinator, we will pay only the expenses you incur for your own Care Coordinator to perform an initial assessment and develop a Plan of Care up to a maximum benefit of five times your Nursing Facility Maximum Daily Benefit. You are not required to follow the recommendations or use the services or providers identified in the Plan of Care. You are not required to satisfy the Elimination Period in order to receive Care Coordination services. Days on which you receive only Care Coordination services will not count toward satisfying the Elimination Period. Care Coordination Services will not reduce your Maximum Lifetime Benefit.

# **Caregiver Training Benefit**

If you meet the Eligibility for the Payment of Benefits requirements and Caregiver Training Benefits are recommended in a written Plan of Care and mutually agreeable to you and us as a cost-effective alternative to benefits otherwise provided by the policy, we will pay the covered expenses incurred for training a Family Member or friend to provide care for you in your Home. We will not pay for training provided to someone who will be paid to care for you. The training cannot be received when you are confined in a hospital, Residential Care Facility or Nursing Facility, unless it is reasonably expected that the training will make it possible for you to return to your Home where you can be cared for by the person receiving the training. You are not required to satisfy the Elimination Period before we will pay benefits for Caregiver Training. However, days on which you receive only Caregiver Training will not count toward satisfying the Elimination Period. A Caregiver Training Maximum Lifetime Benefit of 15 times the Home Care Maximum Daily Benefit applies to this benefit.

# **Durable Medical Equipment Benefit**

If you meet the Eligibility for the Payment of Benefits requirements, we will pay the expenses you incur for rental or purchase of Durable Medical Equipment when recommended in a written Plan of Care and when mutually agreeable to you and us. Durable Medical Equipment Benefits may be paid in addition to other benefits for covered care received on the same day. You are not required to satisfy the Elimination Period before we will pay the Durable Medical Equipment Benefit. However, days on which you receive only Durable Medical Equipment Benefits will not count toward satisfying the Elimination Period. A Durable Medical Equipment Maximum Lifetime Benefit of 30 times the Home Care Maximum Daily Benefit applies to this benefit

## **Home Modification Benefit**

If you meet the Eligibility for the Payment of Benefits requirements, we will pay the expenses you incur for Home Modification when recommended in a Plan of Care and when mutually agreeable to you and us. This benefit may not be used solely to increase the value of your Home. You are not required to satisfy the Elimination Period before we will pay the Home Modification Benefit. However, days on which you receive only Home Modification Benefits will not count toward satisfying the Elimination Period. A Home Modification Maximum Lifetime Benefit of 60 times the Home Care Maximum Daily Benefit applies to this benefit.

## **Medical Alert System Benefit**

If you meet the Eligibility for the Payment of Benefits requirements, we will pay the expenses you incur for the installation and rental of a Medical Alert System if the use of such system is recommended in a written Plan of Care and is mutually agreeable to you and us. You are not required to satisfy the Elimination Period before we will pay the Medical Alert System Benefit. However, days on which you receive only Medical Alert System Benefits will not count toward satisfying the Elimination Period. The Medical Alert System Benefit is subject to the Medical Alert System Maximum Installation Benefit (one times the Home Care Maximum Daily Benefit) for the installation of the system and the Medical Alert System Maximum Monthly Benefit (.5 times the Home Care Maximum Daily Benefit) for the monthly operation of the system up to the Medical Alert System Maximum Lifetime Benefit (30 times the Home Care Maximum Daily Benefit).

## **International Travel Benefit**

If you meet the Eligibility for the Payment of Benefits requirements while you are traveling outside the United States, its possessions or territories, we will pay you a cash indemnity benefit for covered services according to the terms of the policy. We will pay the Nursing Facility Maximum Daily Benefit for each day you are eligible to receive the International Travel Benefit, for a period not to exceed a maximum lifetime benefit of 31 days. All benefit payments made will be in U.S. dollars.

## **OPTIONAL BENEFITS**

You may elect any of the following options to expand the benefits under the policy:

## **Restoration of Benefits**

Following a period during which we had been paying benefits, we will restore your remaining Maximum Lifetime Benefit to its most recent level before you received benefits if you meet a Qualification Free Period. If all of the conditions of the Qualification Free Period are met, the Maximum Lifetime Benefit will be restored on the 181<sup>st</sup> day after the last date you incur covered expenses or receive covered services. Your maximum lifetime benefit(s) may be restored an unlimited number of times, as long as the Qualification Free Period is met each time. The restored amount will not exceed any maximum lifetime benefit(s) payable. The maximum lifetime benefit(s) is/are the only benefit limit(s) to be restored. No Restoration of Benefits will be available if your maximum lifetime benefit(s) has/have been reduced to zero.

# Spouse Waiver of Premium and Survivorship Benefit

If both you and your Spouse are covered under Mutual of Omaha Long-Term Care Insurance policy series LTC04I and each of you has elected this coverage option you are eligible for the following benefits: <a href="Spouse Waiver Of Premium">Spouse Waiver Of Premium</a>: We will waive the payment of your premium after your Spouse qualifies for the Waiver of Premium Benefit. We will credit the pro-rata amount of premium paid for future periods after the premium waiver begins. Your premium will be waived for as long as your Spouse's premium continues to be waived and both policies are in force. Once your Spouse's Waiver of Premium ends, you must pay future premiums for your policy as they become due.

<u>Survivorship Benefit</u>: This benefit is applicable only if both you and your spouse are covered under Mutual of Omaha Long-Term Care Insurance policy series LTC04I and this benefit, and you and your Spouse are living on the tenth anniversary of the effective date of this benefit, and both policies are in force. If your Spouse dies on or after the tenth anniversary of the effective date of this benefit, your policy will become paid up effective on its next premium due date and will continue in force without further premium payments for the rest of your lifetime. Any benefit added or increased prior to your Spouse's death must be paid for at least ten years from the date of such increase or addition before the premium for this addition or increase will be paid-up due to this benefit. The premium for any benefit added after the death of your spouse will not be paid up.

## **Spouse Shared Benefit**

If both you and your spouse are covered under Mutual of Omaha Long-Term Care Insurance policy series LTC04I and each of you has elected this coverage option you are eligible for the following benefits: you will be eligible to access benefits under your spouse's policy after the Maximum Lifetime Benefit under your policy has been paid; and your spouse will be eligible to access benefits under your Policy after the Maximum Lifetime Benefit under your spouse's policy has been paid. Your policy's Maximum Lifetime Benefit can never be reduced by your spouse below a dollar amount equal to 365 days times your Nursing Facility Maximum Daily Benefit.

## **Monthly Home Care Benefit**

If you elect this option and meet the Eligibility for the Payment of Benefits requirements, we will pay the covered expenses you incur for Home Care during a calendar month up to the Monthly Home Care Benefit. The monthly maximum is 31 times the Home Care Maximum Daily Benefit. The Monthly Home Care Benefit provides benefits for services when provided to you by a Home Care Agency or by an Independent Provider for: Home Care services, Personal Care services, care in an Adult Day Care Center and fees charged for transportation to and from the Adult Day Care Center, and Homemaker Services. You do not have to incur covered expenses on each day of the month in order to receive the full amount of the Monthly Home Care Benefit. However, if you do not meet the other Eligibility for the Payment of Benefits requirements for the full calendar month, your Monthly Home Care Benefit will be pro-rated. The reduced amount will reflect the actual number of days for which you meet the Eligibility for the Payment of Benefits requirements. The Monthly Home Care Benefit is subject to the Maximum Lifetime Benefit.

## **Christian Science Providers**

The policy includes services: provided by a licensed Christian Science Nurse, or in states that do not license Christian Science Nurses, by an accredited Christian Science Nurse listed in the Christian Science Journal; and incurred while confined in a Christian Science nursing facility currently recognized by The Commission for Accreditation of Christian Science Nursing Organizations/Facilities, Inc., or any comparable accrediting organization, as long as such services are included in a written Plan of Care.

# **LIMITED PREMIUM PAYMENT OPTIONS**

You may elect any of the following options to pay the premiums for your policy within a limited time period:

# **10-Year Premium Payment Option**

This option provides that your policy premiums may be paid over a ten-year period, after which no additional premiums will be due. Prior to the end of your tenth policy year, you must make sure that you pay the premiums when they are due to continue your policy. If the premium for your policy increases due to the addition of any option, the amount of the premium increase must be paid by you until the tenth anniversary of the date of the increase. Prior to the end of your tenth policy year, we have the right to change your premiums in accordance with the Premium Changes section.

## **To-Age-65 Premium Payment Option**

This option provides that your policy premiums may be paid as due until the anniversary of the original policy effective date following your 65<sup>th</sup> birthday, after which no additional premiums will be due. Prior to your 65<sup>th</sup> birthday, you must make sure that you pay the premiums when they are due to continue your policy. If the premium for your policy increases due to the addition of any option, the amount of the premium increase must be paid by you until the anniversary of the effective date of the option following your 65<sup>th</sup> birthday. Prior to the policy anniversary date following your 65<sup>th</sup> birthday, we have the right to change your premiums in accordance with the Premium Changes section.

#### **OPTIONAL NONFORFEITURE BENEFITS**

## Nonforfeiture Benefit – Shortened Benefit Period

If you elect the optional Nonforfeiture Benefit–Shortened Benefit Period, it will provide a continuation of your policy up to a specified dollar amount, called the Shortened Benefit Period Allowance, if your policy terminates due to non-payment of premium before your Maximum Lifetime Benefit has been paid. If your policy terminates due to non-payment of premium on or after the tenth anniversary of the effective date of the option, we will continue to pay benefits, subject to all of the terms and conditions of the policy, until the Shortened Benefit Period Allowance has been reached or when you no longer meet the Eligibility for the Payment of Benefits requirements of the policy, whichever occurs first. The Shortened Benefit Period Allowance we will pay will be the greater of: (a) one hundred percent (100%) of the sum of all premiums paid for your coverage, excluding any waived premiums; or (b) 90 times your Nursing Facility Maximum Daily Benefit in effect at the time of lapse. The Shortened Benefit Period Allowance is reduced by the sum of all benefits previously paid to you. In no event will the total of benefits payable under the policy exceed your Maximum Lifetime Benefit.

# **Contingent Nonforfeiture Benefit**

You will receive coverage under this benefit if you do not elect the Nonforfeiture Benefit–Shortened Benefit Period. If there is an increase in premium rates so that the cumulative amount of all premium rate increases is considered to be a substantial increase in premium rates, as determined by the table shown below, we will do all of the following:

- We will offer to reduce your current level of coverage without evidence of insurability so that the required premium rates for your coverage are not increased.
- We will offer to convert coverage to a paid-up status with a shortened benefit period as described below. This option may be elected at any time during the 120-day period following the date of the premium rate increase.
- We will notify you that a default or lapse at any time during the 120-day period following the date of the premium increase will be deemed to be the election of the preceding offer to convert. A default or lapse is your failure to pay the required premiums within the grace period.

## Shortened Benefit Period

We will continue to pay benefits, subject to all of the terms and conditions of the policy, until the Shortened Benefit Period Allowance has been reached or when you no longer meet the Eligibility for the Payment of Benefits requirements of the policy, whichever occurs first. The Shortened Benefit Period Allowance we will pay will be the greater of: (a) one hundred percent (100%) of the sum of all premiums paid for your coverage under the policy, excluding any waived premiums; or (b) 90 times your Nursing Facility Maximum Daily Benefit in effect at the time of lapse. The Shortened Benefit Period Allowance is reduced by the sum of all benefits previously paid to you. In no event will the total of benefits payable under the policy exceed your Maximum Lifetime Benefit.

Please refer to the chart below to determine whether or not a change in premiums constitutes a Substantial Premium Increase. Cumulative premium increases over original premium that will allow Contingent Nonforfeiture Benefit to be initiated appear in the chart. (Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.)

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	% Increase Over Initial Annual		% Increase Over Initial Annual		% Increase Over Initial Annual
Issue Age	Premium	Issue Age	Premium	Issue Age	Premium
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

## **ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

For you to be eligible for benefits provided by the policy, we must verify that you meet the Qualifying for Benefits criteria. In addition:

- You must also satisfy the Elimination Period;
- The service must be covered under the policy and be provided pursuant to a written Plan of Care; and
- You must not have exhausted any daily, monthly, annual or lifetime limits on the specific benefits claimed.

## 7. LIMITATIONS AND EXCLUSIONS

With respect to reimbursement benefits, the policy will not pay any expenses incurred for room and board, care, treatment, services, equipment, or other items as listed below.

- 1. care or services provided by a Family Member unless:
  - a) he or she is a regular employee of an organization which is providing the treatment, service or care; and
  - b) the organization receives the payment for the treatment, service or care; and
  - c) he or she receives no compensation other than the normal compensation for employees in his or her job category; or
- 2. care or services for which no charge is made in the absence of insurance; or
- 3. care or services provided outside the United States of America or its territories, Canada or the United Kingdom except as provided for under the International Travel Benefit; or
- 4. care or services that result from war or act of war, whether declared or undeclared; or
- 5. care or services that result from suicide (while sane or insane), an attempt at suicide or an intentionally self-inflicted injury; or

- 6. treatment for alcoholism or drug addiction (except for long-term care resulting from alcoholism or drug addiction or for an addiction to a prescription medication when administered in accordance with the advice of your Physician); or
- 7. treatment provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare or other governmental program (except Medi-Cal or Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- 8. services received while the policy is not in force, except as provided in the Extension of Benefits section.

# THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

## 8. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. You may elect one of the inflation protection options to increase your coverage. Only increases taken in accordance with one of the inflation protection options do not require proof of insurability.

## 5% Compound Inflation Protection

If you elect the optional 5% Compound Inflation Protection Benefit, we will increase each maximum daily benefit and each maximum lifetime benefit shown in the Coverage Selection area of the policy, by 5% compounded annually, as long as the benefit and your policy remain in force. The increase will be effective on each anniversary of the benefit even if you are receiving benefits.

# 5% Compound Inflation Protection – 20 Year

If you elect the optional 5% Compound Inflation Protection-20 Year Benefit, we will increase each maximum daily benefit and each maximum lifetime benefit shown in the Coverage Selection area, by 5% compounded annually through the 20<sup>th</sup> anniversary date of the benefit, as long as the benefit and your policy remain in force. The increase will be effective on each anniversary of the benefit through the 20<sup>th</sup> anniversary date of the benefit even if you are receiving benefits.

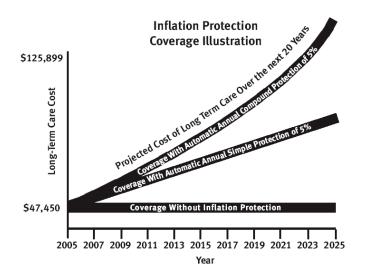
## **5% Simple Inflation Protection**

If you elect the optional 5% Simple Inflation Protection Benefit, we will increase each original maximum daily benefit and the initial amount of each maximum lifetime benefit shown in the Coverage Selection area, by 5% as long as the benefit and your policy remain in force. The increase will be effective on each anniversary of the effective date of the benefit even if you are receiving benefits.

## **Guaranteed Purchase Option**

If you elect this option, you will periodically be offered the option to increase the original amount of each maximum daily benefit and the remaining amount of each maximum lifetime benefit shown in the Coverage Selection area. An offer will be made beginning on the second anniversary of the original policy effective date, or until the first policy anniversary date coinciding with or next following your 80<sup>th</sup> birthday, whichever occurs first, as long as your coverage remains in force, you have not refused two consecutive offers and you are not receiving benefits under the policy. If the 2<sup>nd</sup> anniversary of the original policy effective date coincides with or follows your 80<sup>th</sup> birthday, you will receive only one offer to increase your maximum daily benefits. Each offer to increase the maximum daily benefits will be 10% of the original maximum daily benefits you elected when your policy was issued. Amounts greater than or less than 10% may not be purchased under this option. Additional premium will be required for each increase in coverage, and such premium will be based on your age and premium rate as of the effective date of the offer.

# **Inflation Protection – Graphic Comparisons**

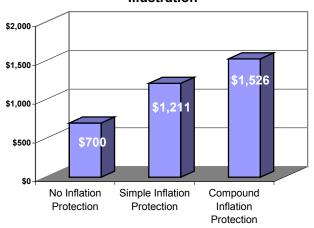


This chart compares and contrasts the anticipated cost for one year of institutional care over a 20-year period with the maximum lifetime benefit for three types of coverage: one with 5% compound inflation protection; one with 5% simple inflation protection; and one with no inflation protection at all. The chart assumes that the insured starts with \$47,450 in coverage.

The chart to the right compares the annual premium paid by a 63-year old for a policy with 5% compound inflation protection; 5% simple inflation protection; and no inflation protection, assuming the following coverage features:

- a Maximum Lifetime Benefit (MLB) of 1,095 times the Nursing Facility MDB;
- a \$70 Nursing Facility MDB;
- a Home Care MDB of \$70;
- and an Elimination Period of 90 days.

# Inflation Protection Annual Premium Illustration



# 9. TERMS UNDER WHICH THE POLICY (OR CERTIFICATE) MAY BE CONTINUED IN FORCE OR DISCONTINUED

## Renewability

THIS POLICY IS GUARANTEED RENEWABLE. This means you have the right, subject to the terms of the policy, to continue the policy as long as premiums for your coverage are paid on time. Mutual of Omaha Insurance Company cannot change any of the terms of your policy on its own, except that, in the future, WE MAY INCREASE THE PREMIUM YOU PAY, subject to the approval of the California Department of Insurance.

# **Waiver of Premium**

We will waive the payment of your premium which becomes due while your policy is in force and you meet the Eligibility for the Payment of Benefits provision requirements. The Waiver of Premium Benefits will not apply if the only benefits you are receiving are Respite Care Benefits; Caregiver Training Benefits; Home Modification Benefits; Medical Alert System Benefits; Durable Medical Equipment Benefits; or Care Coordination Services. To qualify for the waiver of premium benefit, you must be receiving any of the following benefits: Nursing Facility, Residential Care Facility or Home Care (at least 8 days per month). If you cease to receive benefits, premium payment will again be required. Future premiums must be paid as they become due.

## **Premium Changes**

Premiums will not increase due to a change in your age or health. We can, however, change premiums based on Premium Class; but only if we change the premiums for all policies issued to your premium class in your state. Premium Class means a population segment classified by our actuaries as having similar characteristics, such as issue age, issue year, form number, rate classification, geographic area of residence and selected benefit options. Any premium changes will be effective on the next premium due date following our notice to you and are subject to approval by the California Department of Insurance.

# 10. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

Once your application for coverage under the policy is approved, the policy provides coverage for treatment of Alzheimer's disease, Parkinson's disease, senile dementia, and all other forms of organic brain disease.

## 11. PREMIUM

Refer to the table below to find the annual premium.

Premium Payment Mode (Adjustment Factor)			
☐ Annual (1.0) ☐ Quarterly (.26)	☐ Semi-Annual (.51) ☐ Monthly Electronic Funds Transfer (.09)		
	Basic Policy Coverage Premium:	\$	
	Nonforfeiture Benefit – Shortened Benefit Period:	\$	
	5% Compound Inflation Protection:	\$	
	5% Compound Inflation Protection – 20 Year:	\$	
	5% Simple Inflation Protection:	\$	
	Return of Premium at Death Less Claims Benefit:	\$	
	Monthly Home Care Benefit:	\$	
	Spouse Waiver of Premium and Survivorship Benefit:	\$	
	Spouse Shared Benefit:	\$	
	Limited Pay 10 Pay Option:	\$	
	Limited Pay - Paid Up at 65 Option:	\$	
	Waiver of Elimination Period for Home Care Benefit:	\$	
	Total Annual Premium:	\$	
	\$		
	(Annual X Mode Factor)		

## 12. ADDITIONAL FEATURES

## **Underwriting**

Medical underwriting is required. We will underwrite your application by reviewing one or more of the following: the information submitted on your application; an attending Physician's report; copies of your medical records; a medical evaluation; a telephone interview; and an in-person interview.

## **Extension of Benefits**

If your policy terminates due to failure to pay premium while you are confined in a Nursing Facility, a Residential Care Facility, or a Hospice Care Facility, benefits will be paid in the same manner as if your policy was in force. Extension of Benefits stops on the earlier of the date when you no longer meet the Eligibility for the Payment of Benefits requirements; the date you are no longer confined in a Nursing Facility, a Residential Care Facility or a Hospice Care Facility; or the date your maximum lifetime benefit(s) are reached.

# **Added Protection Against Lapse**

If your coverage terminates due to non-payment of premiums because you met the Qualifying for Benefits criteria, your coverage will be reinstated if we receive proof from a Licensed Health Care Practitioner (or other proof approved by us) that you met the Qualifying for Benefits criteria. We must receive such proof and you must pay all past due premiums for the coverage that was in force within five (5) months after termination of your policy.

## 13.INFORMATION AND COUNSELING.

The California Department of Insurance has prepared a Consumer Guide to Long-Term Care Insurance. This guide can be obtained by calling the Department of Insurance toll-free telephone number. This number is 1-800-927-HELP. Additionally, the Health Insurance Counseling and Advocacy Program (HICAP) administered by the California Department of Aging, provides long-term care insurance counseling to California senior citizens. Call the HICAP toll-free telephone number 1-800-434-0222 for a referral to your local HICAP office.

#### **DEFINITIONS**

**Activities of Daily Living** means the following self-care functions:

**Eating:** Reaching for, picking up and grasping a utensil and cup; getting food on a utensil, and bringing food, utensil and cup to mouth; manipulating food on plate; and cleaning face and hands as necessary following meals.

**Bathing:** Cleaning the body using a tub, shower or sponge bath, including getting a basin of water, managing faucets, getting in and out of tub or shower, and reaching head and body parts for soaping, rinsing and drying.

**Dressing:** Putting on, taking off, fastening and unfastening garments and undergarments and special devices such as back or leg braces, corsets, elastic stockings or garments, and artificial limbs or splints.

**Toileting:** Getting on and off a toilet or commode and emptying a commode, managing clothing and wiping and cleaning the body after toileting, and using and emptying a bedpan and urinal.

**Transferring:** Moving from one sitting or lying position to another sitting or lying position; for example, from bed to or from a wheelchair or sofa, coming to a standing position, or repositioning to promote circulation and prevent skin breakdown.

**Continence:** The ability to control bowel and bladder as well as use colostomy or catheter receptacles, and apply diapers and diposable barrier pads.

**Ambulating:** Walking or moving around inside or outside the Home regardless of the use of a cane, crutches or braces.

**Adult Day Care** means medical or nonmedical care on a less than 24-hour basis, provided in a licensed facility outside the Home, for persons in need of personal services, supervision, protection, or assistance in sustaining daily needs, including eating, bathing, dressing, ambulating, transferring, toileting, and taking medications.

Adult Day Care Center means a facility that is licensed or certified to provide Adult Day Care and may include: Adult Day Care facilities and adult social day care facilities, which are licensed by the California Department of Social Services; adult day health care facilities licensed by the California Department of Health Services; and Alzheimer day care resource centers administered by the California Department of Health Services.

Care Coordination Services Provider means an agency, entity or person that provides care coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, and reporting and records maintenance requirements.

**Care Coordinator** means a nurse or licensed social worker employed by or under contract to a Care Coordination Services Provider who is qualified by training and experience to assess and coordinate the overall care needs of a person who meets the Qualifying for Benefits criteria. You are not required to use the Care Coordinator designated by us. You may choose to use your own Care Coordinator.

**Durable Medical Equipment** means equipment included in your Plan of Care which: is functionally necessary and not just for your convenience; is designed for repeated and prolonged use; is suited for use in the Home; and can enhance your ability to perform Activities of Daily Living.

Infusion pumps, special hospital-style beds, walkers, or wheelchairs are examples of types of equipment that may be considered Durable Medical Equipment. Durable Medical Equipment does not include any drug, medicine or equipment implanted in your body, temporarily or permanently. Also not included is any Home Modification, motorized scooter, or sporting, protective, athletic or exercise equipment.

Elimination Period means the total number of days that you must meet the Qualifying for Benefits criteria and incur covered expenses or receive covered services before benefits are payable. The Elimination Period begins on the first day that you meet the Qualifying for Benefits criteria and incur covered expenses or receive covered services. Each day on which you meet the Qualifying for Benefits criteria and incur covered expenses or receive covered services will count toward the Elimination Period. The days do not have to be consecutive. The number of days may be accumulated before the filing of a claim if we can establish that you met these requirements before the filing of a claim. The Elimination Period need only be met once during your lifetime. If your coverage includes the Waiver of Elimination Period for Home Care Benefits, no days on which you meet the Qualifying for Benefits criteria and incur covered expenses or receive covered services for Home Care will count towards satisfying the Elimination Period.

Note, the Elimination Period applies to all policy benefits, except: the Respite Care Benefit; the Hospice Care Benefit; the Caregiver Training Benefit; the Durable Medical Equipment Benefit; the Home Modification Benefit; the Medical Alert System Benefit; and the Care Coordination Services.

Family Member means your Spouse, mother, father, son, daughter, brother or sister.

**Home** means the place where you maintain independent residence. Home does not mean: a Nursing Facility; a hospital; any other institutional setting where you are dependent on others for assistance with Activities of Daily Living; or the residence of the person providing the Homemaker Services or Home Care.

Home Care Agency means an entity that is regularly engaged in providing Home Care services, Personal Care services and Homemaker Services for compensation and employs staff who are qualified by training or experience to provide such care. The entity must: be supervised by a qualified professional such as a Registered Nurse (RN), a licensed social worker, or a Physician; keep clinical records or care plans on all patients; provide ongoing supervision and training to its employees appropriate to the services to be provided; and have the appropriate state licensure, accreditation or certification, where required.

**Home Care Services** means skilled nursing or other professional services provided in your Home, including but not limited to: part-time or intermittent skilled services provided by a Nurse; home health aide services; and physical therapy, occupational therapy, speech therapy, audiology services and medical social services provided by a social worker.

**Homemaker Services** means assistance with activities necessary to or consistent with your ability to remain in your Home. Such services must be provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction.

**Hospice Services** means services designed to provide palliative care and alleviate your physical, emotional and social discomforts if you are Terminally III and in the last phases of life. Care may be provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction.

**Licensed Health Care Practitioner** means any of the following who is not a Family Member: a Physician (as defined in Section 1861(r)(1) of the Social Security Act); a registered professional nurse; a licensed social worker; or any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States.

**Medical Alert System** means a communication system installed in your Home that is used solely for the purpose of calling for assistance in the event of a medical emergency. A Medical Alert System does not include charges for a normal telephone service, or for a home security system, or any other similar service or device.

**Nursing Facility** means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified, or complies with the state's facility licensing requirements, to engage primarily in providing nursing care to inpatients under a planned program supervised by a Physician. A Nursing Facility provides 24-hour-a-day nursing care at skilled, intermediate, and/or custodial levels.

**Personal Care** means assistance with the Activities of Daily Living, including the instrumental activities of daily living, provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction. Instrumental activities of daily living include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and light housekeeping.

**Physician** means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action (as defined in Section 1861 (r) (1) of the Social Security Act) other than you or a Family Member. He or she must be providing services within the scope of his or her license. Physician does not include: you; a Family Member; anyone who normally resides in your Home; or anyone who has a financial interest in, or is an employee of, a facility, agency, or center administering the Plan of Care.

**Plan of Care** means a written individualized plan of services and prescribed by a Licensed Health Care Practitioner. The Plan of Care specifies your long-term care needs and the type, frequency, and providers of all formal and informal long-term care services appropriate to meet those needs and the costs, if any, of those services.

**Qualification Free Period** means a period of 180 consecutive days during which a Licensed Health Care Practitioner certifies, that you meet the following: you are able to perform, without Substantial Assistance from another individual, all Activities of Daily Living; and you do not require Substantial Supervision by another person to protect yourself from threats to health and safety due to Severe Cognitive Impairment; and you have been informed by your Physician or Licensed Health Care Practitioner that you no longer require, and have not been advised to receive, and are not receiving, services that would otherwise have been covered by the policy.

**Qualifying for Benefits Criteria** means you are unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living due to a loss of functional capacity; or you require Substantial Supervision to protect yourself from threats to health and safety due to a Severe Cognitive Impairment.

**Registered Domestic Partner** means a pair of adults who have registered themselves as domestic partners in accordance with state law. A Registered Domestic Partner who meets the above requirements will be considered a Spouse for this Policy.

**Residential Care Facility** means a facility licensed as a Residential Care Facility for the elderly or a residential care facility as defined in the California Health and Safety Code. Outside California, eligible providers are facilities that meet applicable licensure standards, if any, and are engaged primarily in providing care and related services sufficient to support needs resulting from impairment in Activities of Daily Living or impairment in cognitive ability and which meet certain standards. Eligible Residential Care Facility providers must be licensed by the appropriate federal or state agency to provide residential and Personal Care services.

**Severe Cognitive Impairment** means a loss or deterioration in intellectual capacity that is comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and is measured by clinical evidence and standardized tests that reliably measure impairment in your: short-term or long-term memory; orientation as to people, places or time; and deductive or abstract reasoning.

**Spouse** means the person you are legally married to or a Registered Domestic Partner.

Substantial Assistance means either Hands-on Assistance or Standby Assistance.

Hands-on Assistance is the physical assistance of another person without which you would be unable to perform the Activities of Daily Living.

Standby Assistance means the presence of another person, within your arm's reach, that is necessary to prevent, by physical intervention, your injury while you are performing the Activity of Daily Living.

**Substantial Supervision** means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (including, but not limited to, such threats as may result from wandering.)